

J.B. Vol. 14  
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UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

IN RE: DAVID A. BROWNSTEIN,

Debtor.

Case No. 8:07-bk-01221-MGW

Chapter 7

FIRST EQUITY CARD CORPORATION  
1120 Walsh Road, Suite 200  
North Wales, PA 19454,

A.P. No. 8:07-ap-00720-MGW

Plaintiff,

v.

DAVID A. BROWNSTEIN  
5260 Sunnydale Circle E  
Sarasota, FL 34233,

Defendant.

CONSENT JUDGMENT EXCEPTING DEBT FROM DISCHARGE

First Equity Card Corporation, by its attorney, having filed an Adversary Proceeding seeking an order pursuant to 11 U.S.C. §523(a)(2)(A), determining that the Defendant's indebtedness to the Plaintiff is an exception to discharge, with interest from March 9, 2007, plus the Plaintiff's costs and disbursements incurred for the collection of this debt and of this action, and for such other and further relief as to the Court seems just and proper, and the Defendant, having appeared by his attorney, Timothy W. Gomaner, Esq., and the abovementioned parties having subsequently entered into negotiations resulting in the agreement set forth herein, and the Defendant, the Defendant's attorney, and the Plaintiff's

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attorney, having consented to the entry of this Judgment, and upon all papers and proceedings had herein, and after due deliberation, it is hereby

ORDERED, DECREED, AND ADJUDGED as follows:

1. Judgment be entered in favor of the Plaintiff and against the Defendant in the sum of \$12,214.72, plus interest at the annual rate of 9% from March 9, 2007, plus the costs and disbursements of this action in the amount of \$250.00.

2. The Judgment shall be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), and will survive any Order of discharge in this and any subsequent bankruptcy case.

3. Execution of said Judgment shall be stayed unless and until the Defendant fails to pay to the Plaintiff the sum of \$8,400.00, plus interest at the annual rate of 9% from March 9, 2007, payable at \$150.00 a month, with the first payment being due by ~~September 1~~ <sup>October 1</sup>, 2007, and each subsequent payment being due by the first day of each and every month thereafter until the entire amount set forth in this paragraph has been paid in full; Although the due date for each monthly payment is the first day of each month, the Defendant shall have until the fifteenth day of each month to make the monthly payment; The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the settlement amount set forth in this paragraph.

4. If the Defendant fails to make any of the payments within fifteen days of the dates specified in paragraph 3 above, the Stay of Execution shall be immediately dissolved, and the Plaintiff may

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forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes, and

5. If the Defendant makes all payments specified in paragraph 3 above, the Judgment will be satisfied in full.

DATED: September 27, 2007

Michael G. Williamson  
HONORABLE MICHAEL G. WILLIAMSON  
UNITED STATES BANKRUPTCY JUDGE  
MIDDLE DISTRICT OF FLORIDA

The parties having reviewed the abovementioned Judgment, consent to this Court entering this Judgment as settlement of this Adversary Proceeding.

David A. Brownstein  
/s/ David A. Brownstein  
David A. Brownstein  
Defendant

Timothy W. Gensmer  
/s/ Timothy W. Gensmer  
Timothy W. Gensmer, Esq.  
Attorney for Defendant

Mark S. Kessler  
/s/ Mark S. Kessler  
Mark S. Kessler, Esq.  
Florida Bar #250326  
Attorney for Plaintiff

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